



HOLIDAY PROVISIONS

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

TULARE COUNTY

232-27-1



RECEIVED
Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

**Fresno, Madera, Kings, Tulare,
Kern, Mono, and Inyo Counties**



Section 12: The Union shall remove employees covered by this Agreement from employment with a delinquent Contractor providing advance notice of not less than twenty-four (24) hours is given such action to the delinquent Contractor. Such removal of employees and cessation of work by employees for such delinquent Contractor shall continue until the Fund involved verifies that there is no money owing to the Fund by such Contractors.

Section 13: A Contractor may be absolved of any or all of the foregoing liabilities if he satisfies the Trustees that he failed to pay any contributions or to report because of honest mistakes, clerical error, or other reasons satisfactory to the Board of Trustees. Whenever a Contractor claims that his failure to make the required contributions was due to honest mistakes or clerical error and requests relief for that reason, it shall be considered, provided the Contractor agrees in writing to an audit of his records by an auditor appointed by the Board of Trustees. If the audit reveals to the Trustees that such failure to pay was not due to honest mistakes or clerical error, then the Contractor shall pay for the cost of the audit, otherwise, the Trust Fund will pay the cost of the audit. Any Employer shall be entitled to credit for or refund of money paid to any Trust by reason of clerical error or mistakes and the Trustees are authorized to refund such monies, provided that the Vacation Fund shall not be so required to refund unless said Fund is able to recover from the employee. The acceptance of any contributions from any Contractor shall not release or discharge him from the obligation to contribute for all hours worked under this Agreement for which no contributions have actually been received notwithstanding any statement, restriction or qualification appearing on any check from any Contractor.

ARTICLE X

HOURS OF WORK-OVERTIME-HOLIDAYS

Section 1: WORK DAY: Eight (8) consecutive hours exclusive of one-half (1/2) hours meal period, shall constitute a work day.

Section 2: WORK WEEK: The regular workweek shall consist of forty (40) hours, Monday through Friday.

Section 3: PERMITS: The Contractor shall obtain a permit from the Union for all work done on Saturdays. Sundays and Holidays, said permits to be obtained from the Union office prior to 4:30 P.M., the last regular work day (Monday-Friday) before said work is to be performed. The Contractor shall give the names of the men to be working and the location of the work. Any employee not in good standing shall not be given an opportunity for work under this Section.

Section 4: OVERTIME: All overtime worked on Saturdays covered by this Agreement shall be at time and one-half the regular straight time rate. All overtime worked on Sundays and Holidays covered by this Agreement shall be at double the straight time rate. Overtime shall be paid only for actual time worked.

Section 5: HOLIDAYS: Every Sunday of the year and the following specific days: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day and Christmas Day. Should any of the named holidays fall on Sunday, then the following Monday shall be a holiday. Should any of the above named holidays fall on Saturday then the preceding Friday shall be a holiday.